

11-05-2008

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RE



103533672

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

BABYSTYLE, INC., a Delaware corporation

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Delaware
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) October 20, 2008

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Patent and Trademark Security Agmt

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Wells Fargo Bank National Association

Internal

Address: Jorge Visitacion

Street Address: 245 S. Los Robles Ave., Suite 700

City: Pasadena

State: California

Country: USA Zip: 91101

- ☒ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☐ Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

75/645,203; 77/034,899; 75/699,413; 75/602,533; 76/023,582;
76/532,627; 76/532,628; 78/162,639;

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Morgan, Lewis & Bockius LLP-

Internal Address: Kathryn Romano, Paralegal

Street Address: 300 S. Grand Avenue, 22nd Floor

City: Los Angeles

State: California Zip: 90071-3132

Phone Number: 213.612.7302

Fax Number: 213.612.2501

Email Address: kromano@morganlewis.com

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 315.00

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____
b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Signature

October 31, 2008

Date

Kathryn Romano

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

20

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003883 FRAME: 0378

Additional Registrations:

Babystyle, Inc.

4.B. 78/162,598
75/591,962
75/265,475
76/023,581

PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement, dated as of October 20, 2008, is made by and between BABYSTYLE, INC., a Delaware corporation having a business location at the address set forth below next to its signature (the "Debtor"), and Wells Fargo Bank, National Association (the "Secured Party"), acting through its Wells Fargo Business Credit operating division, and having a business location at the address set forth below next to its signature.

Recitals

The Debtor and Right Start Acquisition Company (collectively, the "Borrowers") and the Secured Party are parties to an Amended and Restated Credit and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Credit Agreement") setting forth the terms on which the Secured Party may now or hereafter extend credit to or for the account of the Borrowers.

As a condition to extending credit to or for the account of the Borrowers, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Patents" means all of the Debtor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of the Debtor's right, title and interest in and to:

- (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each,
- (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest (the "Security Interest") with power of sale to the

*Patent and Trademark Security Agreement
(babystyle, Inc.)
WFBC/Right Start*

DB2/20854749.2

TRADEMARK
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extent permitted by law, in the Patents and in the Trademarks to secure payment of the Indebtedness. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Debtor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. The Debtor represents, warrants and agrees as follows:

(a) **Existence; Authority.** The Debtor is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of the Debtor.

(b) **Patents.** Exhibit A accurately lists all Patents owned or controlled by the Debtor as of the date hereof, or to which the Debtor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, the Debtor owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Debtor shall within sixty (60) days provide written notice to the Secured Party with a replacement Exhibit A, which upon acceptance by the Secured Party shall become part of this Agreement.

(c) **Trademarks.** Exhibit B accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Debtor's or any Affiliate's business(es). If after the date hereof, the Debtor owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to the Debtor's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Debtor shall promptly provide written notice to the Secured Party with a replacement Exhibit B, which upon acceptance by the Secured Party shall become part of this Agreement.

(d) **Affiliates.** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Debtor, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then the Debtor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to the Debtor; or (ii) notify the Secured Party of such

item(s) and cause such Affiliate to execute and deliver to the Secured Party a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** The Debtor has absolute title to each Patent and each Trademark listed on Exhibit A and Exhibit B, free and clear of all Liens except Permitted Liens. The Debtor (i) will have, at the time the Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) **No Sale.** Except as permitted in the Credit Agreement, the Debtor will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent.

(g) **Defense.** The Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** The Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (i) sufficient written notice, of at least thirty (30) days, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) **Secured Party's Right to Take Action.** If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Patent or Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the Default Rate.

(k) **Power of Attorney.** To facilitate the Secured Party's taking action under subsection (i) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Indebtedness.

4. Debtor's Use of the Patents and Trademarks. The Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Credit Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order; or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of the State of California without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Indebtedness.

[Signatures on next page]

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Patent and Trademark Security Agreement
(babystyle, Inc.)
WFBC/Right Start

DB2/20854749.2

TRADEMARK
REEL: 003883 FRAME: 0384

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

babystyle, Inc.
26635 Agoura Road, Suite 201
Calabasas, CA 91302
Attention: Kenton VanHarten

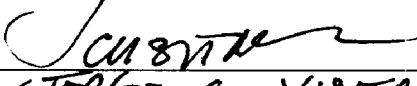
BABYSTYLE, INC.

By _____

Its

Wells Fargo Business Credit
245 S. Los Robles Avenue, Suite 700
Pasadena, California 91101
Telecopier: 626.844.9063
Attention: Relationship Manager (Right Start)

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By 
JORGE C. VISITACION
Its Vice President
ASSISTANT VICE PRESIDENT

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

On this ____ day of October 2008, the foregoing instrument was acknowledged before me, by _____, the _____ of babystyle, Inc., a Delaware corporation, on behalf of the corporation.

Notary Public

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

On this ____ day of October 2008, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity on behalf of which the person acted, executed this instrument. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Witness my hand and official seal

Patent and Trademark Security Agreement
(babystyle, Inc.)
WFBC/Right Start

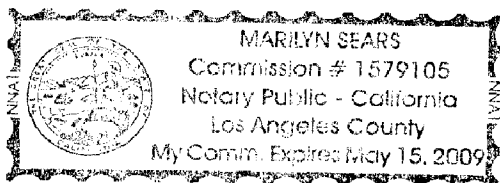
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On October 17, 2008 before me, Marilyn Sears, Notary Public

personally appeared KENTON S. VANHARTEN



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Marilyn Sears

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: BABYSTYLE, INC Patent & Trademark Security Agreement

Document Date: October 17, 2008 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: KENTON S. VANHARTEN Signer's Name: _____

☒ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: himself

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

EXHIBIT A

UNITED STATES ISSUED PATENTS

[NONE]

UNITED STATES PATENT APPLICATIONS

[NONE]

FOREIGN ISSUED PATENTS

[NONE]

UNITED STATES PATENT APPLICATIONS

[NONE]

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

[See attached]

APPLICATIONS

[See attached]

**eStyle, Inc.
(10183)**

<i>Mark</i>	<i>Country</i>	<i>Status</i>	<i>Application Number</i>	<i>Application Date</i>	<i>Registration Number</i>	<i>Registration Date</i>	<i>Next Due Date</i>	<i>Comments on Next Due Date</i>
B BABYSTYLE and Design	China	Pending	6205160	8/7/2007				
<i>Goods/Services</i> Accessories for maternity, infant, and children's apparel and clothing, in International Class 26.								
<i>Comments</i> Correspondence sent to Y. Besvold 8/13/07 forwarding copy of application as filed; correspondence received from Chinese counsel dated 9/30/07 forwarding copy of official filing receipt.								
B BABYSTYLE and Design (at left)	China	Pending	5756294	11/30/2006				
<i>Goods/Services</i> Furniture (including tables, chairs, ottomans, cribs, cradles, bassinets, portable beds for infants, mattresses, pillows, toddler beds, bumper guards for cribs, bumper guards for furniture, changing tables, cushions, dressers, chests, rockers, chair pads, chests for toys, hampers, storage boxes, caddies for toys, step stools, bookcases), picture frames, mirrors, in International Class 20								
<i>Comments</i> Correspondence sent to Y. Besvold 8/15/07 forwarding Filing Receipt.								
B BABYSTYLE and Design (at left)	China	Pending	5756293	11/30/2006				
<i>Goods/Services</i> Maternity, infant, and children's apparel, clothing, accessories, footwear, and headgear, in International Class 25								
<i>Comments</i> Correspondence sent to Chinese counsel 8/3/07 with instructions for responding to Office Action; correspondence sent to Y. Besvold 8/13/07 forwarding copy of response as filed.								
B BABYSTYLE and Design (at left)	China	Pending	5756292	11/30/2006				
<i>Goods/Services</i> Toys, games, and playthings; decorations for Christmas trees, in International Class 28								
<i>Comments</i> Correspondence sent to Y. Besvold 8/11/07 forwarding copy of Response to Correction Notice as filed on 8/20/07.								

Wednesday, September 24, 2008

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**Patent and Trademark Security Agreement
(babystyle, Inc.)
WFBC/Right Start**

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DB2/20854749.2

**TRADEMARK
REEL: 003883 FRAME: 0389**

<i>Mark</i>	<i>Country</i>	<i>Status</i>	<i>Application Number</i>	<i>Application Date</i>	<i>Registration Number</i>	<i>Registration Date</i>	<i>Next Due Date</i>	<i>Comments on Next Due Date</i>
B BABYSTYLE and Design (at left)	China	Pending	5756291	11/30/2006				
<i>Goods/Services</i> Toys, games, and playthings; decorations for Christmas trees, in International Class 28								
<i>Comments</i> Correspondence sent to Y. Besvold 8/11/07 forwarding copy of Response to Correction Notice as filed on 6/20/07.								
BABYSTYLE	China	Pending	5756295	11/30/2006				
<i>Goods/Services</i> Toys, games, and playthings; decorations for Christmas trees, in International Class 28								
<i>Comments</i> Correspondence sent to Y. Besvold 8/11/07 forwarding copy of Response to Correction Notice as filed on 6/20/07.								
BABYSTYLE	China	Pending	5756298	11/30/2006				
<i>Goods/Services</i> Retail store services, in International Class 35								
<i>Comments</i> Correspondence sent to Y. Besvold 8/11/07 forwarding copy of Response to Correction Notice as filed on 6/20/07.								
BABYSTYLE	China	Pending	5756298	11/30/2006				
<i>Goods/Services</i> Furniture (including tables, chairs, ottomans, cribs, cradles, bassinets, portable beds for infants, mattresses, pillows, toddler beds, bumper guards for cribs, bumper guards for furniture, changing tables, cushions, dressers, chests, rockers, chair pads, chests for toys, hampers, storage boxes, caddies for toys, step stools, bookcases), picture frames, mirrors, in International Class 20								
<i>Comments</i> Correspondence sent to Y. Besvold 8/15/07 forwarding Filing Receipt.								
BABYSTYLE	China	Pending	5756297	11/30/2006				
<i>Goods/Services</i> Maternity, infant, and children's apparel, clothing, accessories, footwear, and headgear, in International Class 25								
<i>Comments</i> Correspondence sent to Chinese counsel 8/3/07 with instructions for responding to Office Action; correspondence sent to Y. Besvold 8/13/07 forwarding copy of response as filed.								

Wednesday, September 24, 2008

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Patent and Trademark Security Agreement
(babystyle, Inc.)
WFBC/Right Start

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DB2/20854749.2

TRADEMARK
REEL: 003883 FRAME: 0390

Mark	Country	Status	Application Number	Application Date	Registration Number	Registration Date	Next Due Date	Comments on Next Due Date
BABYSTYLE	China	Pending	6208160	8/7/2007				
<i>Goods/Services</i>	Accessories for maternity, infant, and children's apparel and clothing, in International Class 26.							
<i>Comments</i>	Correspondence sent to Y. Besvold 8/13/07 forwarding copy of application as filed, correspondence received from Chinese counsel dated 9/30/07 forwarding copy of filing receipt.							
B BABYSTYLE and Design (at left)	Hong Kong	Registered	300764857	11/21/2006	300764857	11/20/2006	11/20/2016	Renewal Application
<i>Goods/Services</i>	Furniture (including tables, chairs, ottomans, cribs, cradles, bassinets, portable beds for infants, mattresses, pillows, toddler beds, bumper guards for cribs, bumper guards for furniture, changing tables, cushions, dressers, chests, rockers, chair pads, chests for toys, hampers, storage boxes, caddies for toys, step stools, bookcases); picture frames; mirrors, in International Class 20; Maternity, infant, and children's apparel, clothing, accessories, footwear, and headgear, in International Class 25; Toys, games, and playthings; decorations for Christmas trees, in International Class 28; Retail store services, in International Class 35							
<i>Comments</i>	Correspondence sent to Y. Besvold 7/25/07 forwarding Certificate of Registration.							
BABYSTYLE	Hong Kong	Abandoned	300763867	11/20/2006				
<i>Goods/Services</i>	Furniture (including tables, chairs, ottomans, cribs, cradles, bassinets, portable beds for infants, mattresses, pillows, toddler beds, bumper guards for cribs, bumper guards for furniture, changing tables, cushions, dressers, chests, rockers, chair pads, chests for toys, hampers, storage boxes, caddies for toys, step stools, bookcases); picture frames; mirrors, in International Class 20; Maternity, infant, and children's apparel, clothing, accessories, footwear, and headgear, in International Class 25; Toys, games, and playthings; decorations for Christmas trees, in International Class 28; Retail store services, in International Class 35							
<i>Comments</i>	Instructions received from Y. Besvold 12/3/07 to abandon application.							
CADEAU	Italy	Registered			MI2003C0085 17	8/28/2003	8/28/2013	Renewal Application
<i>Goods/Services</i>								
<i>Comments</i>	Mark acquired by acquisition of Cadeau Holdings.							

Mark	Country	Status	Application Number	Application Date	Registration Number	Registration Date	Next Due Date	Comments on Next Due Date
B BABYSTYLE (at left)	Japan	Pending	2006-109224	11/24/2006				
Goods/Services	Furniture, Cushions, Zabuton (Japanese sitting cushions), Pillows, Mattresses, Cradles, Baby walker, Step ladders/Ladders (not of metal), Packaging containers of wood/bamboo/plastic, Picture Frame, Hampers [baskets], Corner guard for furniture, fittings and cribs, Storage boxes, not of metal, in International Class 20; All the Class Headings in this Class, namely, Clothing, Garters, Sock suspenders, Braces, Bands, Belts, Footwear, Masquerade costumes, Special sporting and gymnastic wear, Special sporting and gymnastic footwear, in International Class 25; Toys, Dolls, Amusement machines and apparatus for use in amusement parks (other than arcade video game machines), Toys for pets, Go games (Japanese board games), "Utagaruta" (Japanese playing cards), Shogi games (Japanese chess), Dice, Sugoroku games (Japanese parchessi), Dice cups, Diamond games, Chess games, Checkers, Conjuring apparatus, Dominoes, Playing cards, "Hanafuda" (Japanese playing cards), Mahjongg equipment, Game machines, Billiard equipment, Sporting & gymnastic equipment, Fishing tackle, Insect collecting equipment, in International Class 28; Providing information on commodity sales; providing information online on commodity sales; and agency or brokerage for purchasing contract of commodity sales, in International Class 35.							
Comments	Correspondence sent to Japanese counsel 8/9/07 with instructions for responding to Office Action.							
BABYSTYLE	Japan	Pending	2006-109223	11/24/2006				
Goods/Services	Furniture, Cushions, Zabuton (Japanese sitting cushions), Pillows, Mattresses, Cradles, Baby walker, Step ladders/Ladders (not of metal), Packaging containers of wood/bamboo/plastic, Picture Frame, Hampers [baskets], Corner guard for furniture, fittings and cribs, Storage boxes, not of metal, in International Class 20; All the Class Headings in this Class, namely, Clothing, Garters, Sock suspenders, Braces, Bands, Belts, Footwear, Masquerade costumes, Special sporting and gymnastic wear, Special sporting and gymnastic footwear, in International Class 25; Toys, Dolls, Amusement machines and apparatus for use in amusement parks (other than arcade video game machines), Toys for pets, Go games (Japanese board games), "Utagaruta" (Japanese playing cards), Shogi games (Japanese chess), Dice, Sugoroku games (Japanese parchessi), Dice cups, Diamond games, Chess games, Checkers, Conjuring apparatus, Dominoes, Playing cards, "Hanafuda" (Japanese playing cards), Mahjongg equipment, Game machines, Billiard equipment, Sporting & gymnastic equipment, Fishing tackle, Insect collecting equipment, in International Class 28; Providing information on commodity sales; and agency or brokerage for purchasing contract of commodity sales, in International Class 35.							
Comments	Request to suspend prosecution of application (pursuant to negotiation of assignment) filed with Japanese Trademark Office 7/17/07.							
CADEAU	Japan	Registered	0849293	2/29/1968	849293	3/13/1970	3/13/2010	Renewal Application
Goods/Services								
Comments	Mark acquired by acquisition of Cadeau Holdings.							

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Mark	Country	Status	Application Number	Application Date	Registration Number	Registration Date	Next Due Date	Comments on Next Due Date
CADEAU (Stylized)	Japan	Registered			2682415	6/29/1994	6/29/2014	Renewal Application
<i>Goods/Services</i>								
<i>Comments</i> Mark acquired by acquisition of Cadeau Holdings.								
CADEAU (Stylized)	Japan	Registered			2682416	6/29/1994	6/29/2014	Renewal Application
<i>Goods/Services</i>								
<i>Comments</i> Mark acquired by acquisition of Cadeau Holdings.								
CADEAU in Japanese Katakana	Japan	Registered			849294	3/13/1970	3/13/2010	Renewal Application
<i>Goods/Services</i>								
<i>Comments</i> Mark acquired by acquisition of Cadeau Holdings.								
B BABYSTYLE and Design (on top)	United States	Registered	75/645,203	2/26/1999	2,391,051	10/3/2000	10/3/2010	Renewal Application
<i>Goods/Services</i> Providing on-line retail services featuring maternity and nursing apparel and accessories, nursery furnishings and housewares, infant equipment and apparel, books, pre-recorded music, and toys and games by means of a global computer information network, in International Class 35; Computer services, namely, providing on-line general interest information in the field of lifestyle, entertainment, and fashion, in International Class 42.								
<i>Comments</i> Declaration under Sections 8 and 15 filed with U. S. Patent and Trademark Office 10/03/06 and reported to Y. Besvold 10/04/06.								
BABYSTYLE	United States	Registered	77/034,899	11/2/2006	3,397,039	3/18/2008	3/18/2014	Declaration of Use
<i>Goods/Services</i> Retail store services in the field of maternity, infant, and children's apparel, clothing, accessories, footwear, Halloween costumes, costumes for use in role-playing games, and headgear, maternity, infant, and children's gear and products, health and beauty products, toys, games, and playthings, seasonal decorations, gifts, furniture, home furnishings and house wares, bedding, baby blankets, jewelry, stationery and greeting cards, books, prerecorded music and video, and picture frames, in International Class 35.								
<i>Comments</i> Correspondence sent to Y. Besvold 4/8/08 forwarding Certificate of Registration.								

<i>Mark</i>	<i>Country</i>	<i>Status</i>	<i>Application Number</i>	<i>Application Date</i>	<i>Registration Number</i>	<i>Registration Date</i>	<i>Next Due Date</i>	<i>Comments on Next Due Date</i>
BABYSTYLE	United States	Registered	75/669,413	3/26/1999	2,802,620	1/6/2004	1/6/2010	Declaration of Use
<i>Goods/Services</i> Magazines in the field of infantwear and children's fashions, in International Class 16.								
<i>Comments</i> Certificate of Registration issued by U.S. Patent and Trademark Office 1/6/04.								
BABYSTYLE	United States	Registered	75/602,533	12/15/1998	2,562,149	4/16/2002	4/12/2012	Renewal Application
<i>Goods/Services</i> Advertising for others via a global computer information network; providing on-line retail services featuring health and beauty products, home furnishings and housewares, apparel and fashion accessories, jewelry, stationery and greeting cards, books, pre-recorded music and video tapes, toys and games by means of a global computer information network, in Class 35; Computer services, namely, providing on-line electronic catalogs of general interest information in the field of parenting and child care by means of a global computer information network, in Class 42								
<i>Comments</i> Declarations Under Sections 8 and 15 filed with U.S. Patent and Trademark Office 4/16/08; correspondence sent to Y. Besvold 4/18/08 forwarding copy of declaration as filed.								
BABYSTYLE (Stylized)	United States	Registered	76/023,582	4/12/2000	2,687,038	2/11/2003	2/11/2009	Declaration of Use
<i>Goods/Services</i> Infant and maternity wearing apparel, namely, shirts, T-shirts, tank tops, blouses, sweaters, jackets, rain wear, bathing suits, dresses, pants, shorts, skirts, jeans, gloves, socks, stockings, tights, hats, scarves and clothing ties, in International Class 25.								
<i>Comments</i> Correspondence sent to Y. Besvold 12/5/07 regarding need to file declaration of use.								
CADEAU	United States	Registered	76/532,627	7/23/2003	2,892,830	10/12/2004	10/12/2010	Declaration of Use
<i>Goods/Services</i> Leather and imitation of leather bags, namely, diaper bags, tote bags and handbags, in International Class 18.								
<i>Comments</i> Mark acquired by acquisition of Cadeau Holdings; assignment recorded 4/12/07								
CADEAU	United States	Registered	76/532,628	7/28/2003	3,052,104	1/31/2006	1/31/2012	Declaration of Use
<i>Goods/Services</i> Women's and children's clothing, namely, coats and jackets, scarves, dresses, tops, pants, shoes, undergarments, sweaters, skirts, hats, skirts and swimwear, in International Class 25.								
<i>Comments</i> Mark acquired by acquisition of Cadeau Holdings; assignment recorded 4/12/07								

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(babystyle, Inc.)
WFBC/Right Start

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TRADEMARK
REEL: 003883 FRAME: 0394

<i>Mark</i>	<i>Country</i>	<i>Status</i>	<i>Application Number</i>	<i>Application Date</i>	<i>Registration Number</i>	<i>Registration Date</i>	<i>Next Due Date</i>	<i>Comments on Next Due Date</i>
CADEAU and Design	United States	Registered	78/162,638	9/10/2002	2,814,966	2/17/2004	2/17/2010	Declaration of Use
<i>Goods/Services</i>	Leather bags, namely, diaper bags, totes bags and handbags, in International Class 25.							
<i>Comments</i>	Mark acquired by acquisition of Cadeau Holdings; assignment recorded 4/12/07							
CADEAU and Design	United States	Registered	78/162,596	9/10/2002	2,810,499	2/3/2004	2/3/2010	Declaration of Use
<i>Goods/Services</i>	Women's and children's clothing, namely, coats and jackets, scarves, dresses, tops, pants, shoes, undergarments, sweaters, and skirts, in International Class 25.							
<i>Comments</i>	Mark acquired by acquisition of Cadeau Holdings; assignment recorded 4/12/07							
ESTYLE	United States	Registered	75/591,962	12/3/1998	2,628,566	10/1/2002	10/1/2008	Declaration of Use
<i>Goods/Services</i>	Advertising for others via a global computer information network; providing on-line retail services featuring health and beauty products, home furnishings and housewares, apparel and fashion accessories, jewelry, stationery, and greeting cards, books, pre-recorded music and video tapes, toys and games by means of a global computer information network, in International Class 35; Computer services, namely, providing on-line electronic catalogs of general interest information and news in the field of lifestyle, health and beauty, entertainment, fashion and home decorating by means of a global computer information network, in International Class 42.							
<i>Comments</i>	Certificate of Registration issued by U.S. Patent and Trademark Office 10/01/02; correspondence sent to Y. Besvoid 8/6/07 regarding need to file declaration of use.							
iBABY	United States	Registered	75/265,475	3/28/1997	2,209,667	12/8/1998	12/8/2008	Renewal Application
<i>Goods/Services</i>	On-line retail store services and on-line ordering services via a global computer information network featuring infant clothing, furniture and accessories, in International Class 35.							
<i>Comments</i>	Notice of Acceptance of Declaration Under Section 8 issued by U.S. Patent and Trademark Office 6/27/05.							
KIDSTYLE	United States	Registered	76/023,581	4/12/2000	2,750,781	8/12/2003	8/12/2009	Declaration of Use
<i>Goods/Services</i>	Boys and girls wearing apparel, namely, shirts, T-shirts, tank tops, blouses, sweaters, jackets, bathing suits, dresses, pants, shorts, skirts, jeans, socks, hats, and scarves, in International Class 25.							
<i>Comments</i>	Certificate of Registration issued by U.S. Patent and Trademark Office 08/12/03.							

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RECORDED: 11/04/2008

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